

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Wausau Financial Systems, Inc.		02/02/2005	CORPORATION: WISCONSIN

## RECEIVING PARTY DATA

Name:	Wells Fargo Foothill, Inc., as Agent
Street Address:	2450 Colorado Avenue, Ste. 3000 West
City:	Santa Monica
State/Country:	CALIFORNIA
Postal Code:	90404
Entity Type:	CORPORATION: CALIFORNIA

## PROPERTY NUMBERS Total: 9

Property Type	Number	Word Mark
Serial Number:	78292303	CHECK 21 READY
Serial Number:	78150473	KNOWLEDGECARD
Serial Number:	78443532	IIPAC
Registration Number:	2551955	W
Registration Number:	2666966	CHEQUEONCE
Registration Number:	2563117	WAUSAU FINANCIAL SYSTEMS
Registration Number:	2468696	OPTIMA3
Registration Number:	2836935	KNOWLEDGESOURCE
Registration Number:	2448092	IMAGE ONE

## CORRESPONDENCE DATA

Fax Number: (312)863-7865

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 312-201-3865

Email: Sharon.Patterson@goldbergkohn.com

Correspondent Name: Sharon Patterson

TRADEMARK  
REEL: 003022 FRAME: 0463

OP \$240.00 78292303

Address Line 1:	55 E. Monroe St., Ste. 3700
Address Line 4:	Chicago, ILLINOIS 60603

NAME OF SUBMITTER:	Sharon Patterson
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Signature:	/sharon patterson/
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Date:	02/04/2005
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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 2<sup>nd</sup> day of February, 2005, among Grantor listed on the signature pages hereof ("Grantor"), and WELLS FARGO FOOTHILL, INC., in its capacity as Agent for the Lender Group and the Bank Product Provider (together with its successors, "Agent").

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") among Wausau Financial Systems, Inc., as borrower ("Borrower"), the lenders party thereto as "Lenders" ("Lenders"), and Agent, the Lender Group is willing to make certain financial accommodations available to Borrower from time to time pursuant to the terms and conditions thereof, and

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for the benefit of Lender Group and the Bank Product Provider, that certain Security Agreement dated of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for the benefit of Lender Group and the Bank Product Provider, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Provider, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

- (a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark Intellectual Property License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, for the benefit of the Lender Group and the Bank Product Provider, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. AUTHORIZATION TO SUPPLEMENT. Grantor hereby authorizes Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WAUSAU FINANCIAL SYSTEMS, INC.**

By: Joseph L. Delgadillo  
Name: Joseph L. Delgadillo  
Title: President

**ACCEPTED AND ACKNOWLEDGED BY:**

**WELLS FARGO FOOTHILL, INC., as Agent**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_


IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**WAUSAU FINANCIAL SYSTEMS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACCEPTED AND ACKNOWLEDGED BY:**

WELLS FARGO FOOTHILL, INC., as Agent

By:  \_\_\_\_\_  
Name: Erik R. Sawyer  
Title: Vice President

SCHEDULE I  
to  
TRADEMARK SECURITY AGREEMENT

**Trademark Registrations**

TRADEMARK	REGISTRATION NUMBER	DATE
W and Design	2551955	3/26/02
Chequeonce	2666966	12/24/02
Wausau Financial Systems	2563117	4/23/02
Optima3 and Design	2468696	7/17/01
Knowledgesource	2836935	4/27/04
Image One	2448092	5/1/01
Wausau Accounting Systems	State of Wisconsin: WI3000000224	9/21/88
Wausau Financial Systems, Inc.	State of Wisconsin: WI3000000223	9/21/88

**Trademark Applications**

TRADEMARK	SERIAL NUMBER	DATE
Check 21 Ready	78292303	8/26/03
KnowledgeCard	78150473	8/2/02
IIPAC	78443532	6/30/04